

UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO

IN THE MATTER OF:
CARLOS RAFAEL MORALES
VILLAFANE
Debtor (s)
XXX-XX-8404

CASE NO: 18-05886 (ESL)
CHAPTER 13

NOTICE OF POST CONFIRMATION MODIFICATION OF
PLAN DATED DECEMBER 13th , 2018

TO THE HONORABLE COURT:

COMES NOW Debtor, through the undersigned attorney, and to this Honorable Court respectfully states, alleges and prays as follows:

1. That a modified plan dated April 20th, 2020 which is attached, has been filed with the Clerk of this Court.
2. That the Chapter 13 plan previously confirmed by this Honorable Court will remain in full force and effect unless the modified plan becomes the plan.
3. Debtor requests a modification of the Chapter 13 payment to provide for the payment of post petition arrears to BCU creditor and provide for the payment of priority claim field by ASUME.
4. Debtor amend section 2.1 to increase monthly payment
5. To provide a confirmable plan pursuant 11 USC §1322 and §1329, Debtor submits to this Honorable Court an amended plan, dated April 20th , 2020.

Debtor's plan base is as follows:

- a. \$147.00 during the first 2 months of the plan;
- b. \$151.00 during the 15 months of the plan;
- c. \$261.00 during 1 months of the plan
- d. \$269.00 during 42 months of the plan

“TAX REFUNDS WILL BE DEVOTED EACH YEAR, AS PERIODIC PAYMENTS, TO THE PLAN'S FUNDING UNTIL PLAN COMPLETION. THE TENDER OF SUCH PAYMENTS SHALL DEEM THE PLAN MODIFIED BY SUCH AMOUNT, INCREASING THE BASE THEREBY

WITHOUT THE NEED OF FURTHER NOTICE, HEARING OR COURT ORDER. IF NEED BE FOR THE USE BY DEBTOR OF A PORTION OF SUCH REFUND, DEBTOR SHALL SEEK THE COURT'S AUTHORIZATION PRIOR TO ANY USE OF SAID FUNDS.”

WHEREFORE, it is respectfully requested from this Honorable Court to approve the attached post confirmation plan dated April 20th , 2020.

WE HEREBY CERTIFY that on this same date copy of this notice has been sent to Mr. Jose Ramon Carrion, Esq. through ECF Filing System, and to all case participants.

RESPECTFULLY SUBMITTED

In San Juan, PR, April 20th , 2020.

GERMAN A. RIECKEHOFF

/s/ German A. Rieckehoff
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO

IN THE MATTER OF:
CARLOS RAFAEL MORALES
VILLAFANE
Debtor(s)
XXX-XX-8404

CASE NO: 18-05886 (ESL)
CHAPTER 13

21-DAY NOTICE:

IN ACCORDANCE WITH FRBP 1017, FRBP 2002, AND FRBP 9013, AND LOCAL GENERAL ORDER NO 97-01, THE DEBTORS, ALL CREDITORS AND PARTIES IN INTEREST IN THIS CASE, ARE HEREBY NOTIFIED THAT UNLESS AN OPPOSITION TO THIS MOTION IS SUBMITTED IN WRITING WITHIN 21 DAYS FROM THE DATE APPEARING IN THE CERTIFICATE OF SERVICE, INFRA, THE COURT MAY GRANT THIS MOTION, WITHOUT A HEARING.

WE HEREBY CERTIFY that on this same date copy of this notice has been sent to Mr. Jose Ramon Carrion, Esq. through ECF Filing System, and to all case participants.

Respectfully submitted,

In San Juan, Puerto Rico this 20th, day of April, 2020.

GERMAN A. RIECKEHOFF

/s/ German A. Rieckehoff
273 Uruguay St.
Centrum Plaza 5A
San Juan, Puerto Rico 00917
Tel. (787) 415-1453
Fax (787) 767-7688
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

In Re:
CARLOS RAFAEL MORALES VILLAFANE
xxx-xx-8404

Case No.: **18-05886**

Chapter 13

Check if this is a pre-confirmation amended plan

Check if this is a post confirmation amended plan

Proposed by:

Debtor(s)

Trustee

Unsecured creditor(s)

Puerto Rico Local Form G

Chapter 13 Plan dated April 20, 2020.

If this is an amended plan, list below the sections of the plan that have been changed.

PART 2.1

PART 1: Notices

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. The headings contained in this plan are inserted for reference purposes only and shall not affect the meaning or interpretation of this plan.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you must file a timely proof of claim in order to be paid under this plan, unless ordered otherwise.

If a claim is withdrawn by a creditor or amended to an amount less than the amount already disbursed under the plan on account of such claim: (1) The trustee is authorized to discontinue any further disbursements to related claim; (2) The sum allocated towards the payment of such creditor's claim shall be disbursed by the trustee to Debtor's remaining creditors. (3) If such creditor has received monies from the trustee (Disbursed Payments), the creditor shall return funds received in excess of the related claim to the trustee for distribution to Debtor's remaining creditors. (4) If Debtor has proposed a plan that repays his or her creditors in full, funds received in excess of the related claim shall be returned to the Debtor.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

PART 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

PMT Amount	Period(s)	Period(s) Totals	Comments
\$147.00	Months 1 through 2	\$294.00	
\$151.00	Months 3 through 17	\$2,265.00	INCREASE IN PAYMENT PLAN

Debtor

CARLOS RAFAEL MORALES VILLAFANE

Case number

18-05886

\$261.00	Months 18	\$261.00	INCREASE MONTHLY PAYMENT
\$269.00	Months 19 through 60	\$11,298.00	INCREASE MONTHLY PAYMENT
Subtotals	60 Months	\$14,118.00	

Insert additional lines if needed

If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

2.2 Regular payments to the trustee will be made from future income in the following manner:

Check all that apply

Debtor(s) will make payments pursuant to a payroll deduction order.
 Debtor(s) will make payments directly to the trustee.
 Other (specify method of payment): _____

2.3 Income tax refunds:

Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will comply with 11 U.S.C. § 1325(b)(2). If the Debtor(s) need(s) to use all or a portion of such "Tax Refunds," Debtor(s) shall seek court authorization prior to any use thereof.

2.4 Additional payments:

Check one.

None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

PART3: Treatment of Secured Claims

3.1 Maintenance of payments and cure of default, if any.

Check one.

None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
 The Debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the trustee or directly by the Debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated, pro-rated unless a specific amount is provided below. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. The final column includes only payments disbursed by the trustee rather than by the Debtor(s).

Name of Creditor	Collateral	Current installment payments (including escrow)	Amount of arrearage (if any)	Interest rate on arrearage (if any)	Monthly PMT on arrearage	Estimated total payments by trustee
BCU	CARR 125KM 18.3 BO GUATEMALA SAN SEBASTIAN, PR 00685 SAN SEBASTIAN County Location: CARR 125KM 18.3 BO GUATEMALA, SAN SEBASTIAN PR 00685	\$476.00	\$5,712.00	0.00%	\$0.00	\$5,712.00
		Disbursed by:			0 Months Starting on Plan Month 0	

Debtor	<u>CARLOS RAFAEL MORALES VILLAFANE</u>		Case number	<u>18-05886</u>		
Name of Creditor	Collateral	Current installment payments (including escrow)	Amount of arrearage (if any)	Interest rate on arrearage (if any)	Monthly PMT on arrearage	Estimated total payments by trustee
		<input checked="" type="checkbox"/> Trustee <input type="checkbox"/> Debtor(s)				
<i>Insert additional claims as needed.</i>						
Name of Creditor	Collateral	Current installment payments (including escrow)	Amount of arrearage (if any)	Interest rate on arrearage (if any)	Monthly PMT on arrearage	Estimated total payments by trustee
POST PETITION ARREARS BCU	CARR 125KM 18.3 BO GUATEMALA SAN SEBASTIAN, PR 00685 SAN SEBASTIAN County Location: CARR 125KM 18.3 BO GUATEMALA, SAN SEBSTIAN PR 00685	\$476.00	\$4,288.82	0.00%	\$0.00	\$4,288.82

Disbursed by:

Trustee
 Debtor(s)

0 Months Starting on Plan Month **0**

Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien Avoidance.

Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral.

Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

The Debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor(s) request that upon confirmation of this plan, the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below.

Name of creditor
COOP A/C QUEBRADA

Collateral
SHARES AND DIVIDENDS COOP QUEBRADA

Insert additional claims as needed.

3.6 **Pre-confirmation adequate protection monthly payments (“APMP”) to be paid by the trustee.** Payments pursuant to 11 USC §1326(a)(1)(C):

<i>Name of secured creditor</i>	<i>\$ Amount of APMP</i>	<i>Comments</i>
-NONE-		

Insert additional claims as needed.

Pre-confirmation adequate protection payments made through the plan by the trustee are subject to the corresponding statutory fee.

3.7 **Other secured claims modifications.***Check one.* **None.** If “None” is checked, the rest of § 3.7 need not be completed or reproduced.**PART 4: Treatment of Fees and Priority Claims**4.1 **General**

Trustee’s fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

4.2 **Trustee’s fees**

Trustee’s fees are governed by statute and may vary during the term of the plan, nevertheless are estimated for confirmation purposes to be 10 % of all plan payments received by the trustee during the plan term.

4.3 **Attorney’s fees***Check one.* **Flat Fee:** Attorney for Debtor(s) elect to be compensated as a flat fee for their legal services, up to the plan confirmation, according to LBR 2016-1(f).**OR** **Fee Application:** The attorneys’ fees amount will be determined by the court, upon the approval of a detailed application for fees and expenses, filed not later than 14 days from the entry of the confirmation order.

Attorney’s fees paid pre-petition:	\$ <u>\$800.00</u>
Balance of attorney’s fees to be paid under this plan are estimated to be:	\$ <u>\$2,200.00</u>
If this is a post-confirmation amended plan, estimated attorney’s fees:	\$ _____

4.4 **Priority claims other than attorney’s fees and those treated in §§ 4.5, 4.6***Check one.* **None.** If “None” is checked, the rest of § 4.4 need not be completed or reproduced. The Trustee shall pay in full all allowed claims entitled to priority under §507, §1322(a)(2), estimated in **\$188.45**

Name of priority creditor	Estimate amount of claim to be paid
<u>VIVIAN MALDONADO ALICEA</u>	<u>\$188.45</u>
_____	_____

4.5 **Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.***Check one.*

None. If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

4.6 Post confirmation property insurance coverage
Check one.

None. If "None" is checked, the rest of § 4.6 need not be completed or reproduced.

PART 5: Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata. If more than one option is checked, the option providing the largest payment will be effective.

Check all that apply.

The sum of \$ ____.
 ____% of the total amount of these claims, an estimated payment of \$ ____.
 The funds remaining after disbursements have been made to all other creditors provided for in this plan.
 If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$ ____.

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Other separately classified nonpriority unsecured claims.

Check one.

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

PART 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

PART 7: Vesting of Property of the Estate & Plan Distribution Order

7.1 Property of the estate will vest in the Debtor(s) upon

Check the applicable box:

Plan confirmation.
 Entry of discharge.
 Other: _____

7.2 Plan distribution by the trustee will be in the following order:

(The numbers below reflect the order of distribution; the same number means prorated distribution among claims with the same number.)

1. Distribution on Adequate Protection Payments (Part 3, Section 3.6)
1. Distribution on Attorney's Fees (Part 4, Section 4.3)
1. Distribution on Secured Claims (Part 3, Section 3.1) – *Current contractual installment payments*
2. Distribution on Post Confirmation Property Insurance Coverage (Part 4, Section 4.6)
2. Distribution on Secured Claims (Part 3, Section 3.7)
2. Distribution on Secured Claims (Part 3, Section 3.1) – Arrearage payments

3. Distribution on Secured Claims (Part 3, Section 3.2)
3. Distribution on Secured Claims (Part 3, Section 3.3)
3. Distribution on Secured Claims (Part 3, Section 3.4)
3. Distribution on Unsecured Claims (Part 6, Section 6.1)
4. Distribution on Priority Claims (Part 4, Section 4.4)
5. Distribution on Priority Claims (Part 4, Section 4.5)
6. Distribution on Unsecured Claims (Part 5, Section 5.2)
6. Distribution on Unsecured Claims (Part 5, Section 5.3)
7. Distribution on General Unsecured claims (Part 5, Section 5.1)

Trustee's fees are disbursed before each of the distributions above described pursuant to 28 U.S.C. § 586(e)(2).

PART 8: Nonstandard Plan Provisions

8.1 Check "None" or list the nonstandard plan provisions

None. If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

Each paragraph below must be numbered and labeled in boldface type, and with a heading stating the general subject matter of the paragraph.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.

Tax refunds will be devoted each year, as periodic payments, to fund the plan until the plan's completion. The tender of such payments shall deem the plan modified by such amount, increasing the base without the need of further Notice, Hearing or Court Order. If the Debtor(s) need(s) to the use all or portion of such "Tax Refunds", Debtor(s) shall seek Court's authorization prior to any use of funds.

8.3 This Section modifies LBF-G, Part 3: Retention of Lien: The lien holder of any allowed secured claim, provided for by the plan, in its Part 3, will retain its lien according to the terms and conditions required by 11 USC 1325(a)(5)(B)(i)(I) & (II).

Insert additional lines as needed.

PART 9: Signature(s)

/s/ German A. Rieckehoff Perez

Date April 20, 2020

German A. Rieckehoff Perez 217704

Signature of Attorney of Debtor(s)

/s/ CARLOS RAFAEL MORALES VILLAFANE

Date April 20, 2020

CARLOS RAFAEL MORALES VILLAFANE

By filing this document, the attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in Local Form G (LBF-G), other than any nonstandard provisions included in Part 8.